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IN THE UNITED STATES DISTRICT COURT  
 FOR THE DISTRICT OF ARIZONA

United States of America,  
 Plaintiff,

vs.

Emanuel D. Haudley, Sr.,  
 Defendant.

CR-19-08191-PCT-MTL

**PLEA AGREEMENT**

Plaintiff, United States of America, and the defendant, Emanuel D. Haudley, Sr.,  
 hereby agree to dispose of this matter on the following terms and conditions:

**1. PLEA**

The defendant will plead guilty to Count 1 of the indictment charging the defendant  
 with a violation of 18 United States Code (U.S.C.) §§ 1153 and 1111, Second Degree  
 Murder, a Class A felony offense.

**2. MAXIMUM PENALTIES**

a. A violation of 18 U.S.C. §§ 1153 and 1111, is punishable by a maximum fine  
 of \$250,000, a maximum term of imprisonment of life, or both, and a term of supervised  
 release of up to 5 years.

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1           b.     According to the Sentencing Guidelines issued pursuant to the Sentencing  
2 Reform Act of 1984, the Court shall order the defendant to:

3                 (1)     make restitution to any victim of the offense pursuant to 18 U.S.C.  
4 § 3663 and/or 3663A, unless the Court determines that restitution would not be  
5 appropriate;

6                 (2)     pay a fine pursuant to 18 U.S.C. § 3572, unless the Court finds that a  
7 fine is not appropriate;

8                 (3)     serve a term of supervised release when required by statute or when a  
9 sentence of imprisonment of more than one year is imposed (with the understanding that  
10 the Court may impose a term of supervised release in all other cases); and

11                (4)     pay upon conviction a \$100 special assessment for each count to  
12 which the defendant pleads guilty pursuant to 18 U.S.C. § 3013.

13           c.     The Court is required to consider the Sentencing Guidelines in determining  
14 the defendant's sentence. However, the Sentencing Guidelines are advisory, and the Court  
15 is free to exercise its discretion to impose any reasonable sentence up to the maximum set  
16 by statute for the crime(s) of conviction, unless there are stipulations to the contrary that  
17 the Court accepts.

18     **3.     AGREEMENTS REGARDING SENTENCING**

19           a.     Stipulation. Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the United States and  
20 the defendant stipulate that the defendant's sentence shall not exceed the high-end of the  
21 applicable sentencing range under the U.S. Sentencing Guidelines, which range will be  
22 determined by the Court at sentencing. The calculation of the sentencing guidelines range  
23 shall not include any upward or downward departures under Section 4A1.3 or Chapter 5 of  
24 the U.S. Sentencing Guidelines or any upward or downward variances.

25           b.     Restitution. Pursuant to 18 U.S.C. § 3663 and/or 3663A, the defendant  
26 specifically agrees to pay full restitution, regardless of the resulting loss amount but in no  
27 event more than \$250,000, to all victims directly or proximately harmed by the defendant's  
28 "relevant conduct," including conduct pertaining to any dismissed counts or uncharged

1 conduct, as defined by U.S.S.G. § 1B1.3, regardless of whether such conduct constitutes  
2 an “offense” under 18 U.S.C. §§ 2259, 3663 or 3663A. The defendant understands that  
3 such restitution will be included in the Court’s Order of Judgment and that an unanticipated  
4 restitution amount will not serve as grounds to withdraw the defendant’s guilty plea or to  
5 withdraw from this plea agreement.

6 c. Assets and Financial Responsibility. The defendant shall make a full  
7 accounting of all assets in which the defendant has any legal or equitable interest. The  
8 defendant shall not (and shall not aid or abet any other party to) sell, hide, waste, spend, or  
9 transfer any such assets or property before sentencing, without the prior approval of the  
10 United States (provided, however, that no prior approval will be required for routine, day-  
11 to-day expenditures). The defendant also expressly authorizes the United States Attorney’s  
12 Office to immediately obtain a credit report as to the defendant in order to evaluate the  
13 defendant’s ability to satisfy any financial obligation imposed by the Court. The defendant  
14 also shall make full disclosure of all current and projected assets to the U.S. Probation  
15 Office immediately and prior to the termination of the defendant’s supervised release or  
16 probation, such disclosures to be shared with the U.S. Attorney’s Office, including the  
17 Financial Litigation Unit, for any purpose. Finally, the defendant shall participate in the  
18 Inmate Financial Responsibility Program to fulfill all financial obligations due and owing  
19 under this agreement and the law.

20 If the defendant is a member of a Native American tribe that provides “per capita”  
21 payments to its members, the defendant agrees that any such “per capita” payment shall be  
22 paid over to the Clerk of the Court and applied to the defendant’s restitution obligation  
23 until restitution to all victims is paid in full.

24 d. Acceptance of Responsibility. If the defendant makes full and complete  
25 disclosure to the U.S. Probation Office of the circumstances surrounding the defendant’s  
26 commission of the offense, and if the defendant demonstrates an acceptance of  
27 responsibility for this offense up to and including the time of sentencing, the United States  
28 will recommend a two-level reduction in the applicable Sentencing Guidelines offense

1 level pursuant to U.S.S.G. § 3E1.1(a). If the defendant has an offense level of 16 or more,  
2 the United States will move the Court for an additional one-level reduction in the applicable  
3 Sentencing Guidelines offense level pursuant to U.S.S.G. § 3E1.1(b).

4 e. Non-Binding Recommendations. The defendant understands that  
5 recommendations are not binding on the Court. The defendant further understands that the  
6 defendant will not be permitted to withdraw the guilty plea if the Court does not follow a  
7 recommendation.

8 **4. COURT APPROVAL REQUIRED; REINSTITUTION OF PROSECUTION**

9 a. If the Court, after reviewing this plea agreement, concludes that any  
10 provision contained herein is inappropriate, it may reject the plea agreement and give the  
11 defendant the opportunity to withdraw the guilty plea in accordance with Fed. R. Crim. P.  
12 11(c)(5).

13 b. If the defendant's guilty plea or plea agreement is rejected, withdrawn,  
14 vacated, or reversed at any time, this agreement shall be null and void, the United States  
15 shall be free to prosecute the defendant for all crimes of which it then has knowledge and  
16 any charges that have been dismissed because of this plea agreement shall automatically  
17 be reinstated. In such event, the defendant waives any and all objections, motions, and  
18 defenses based upon the Statute of Limitations, the Speedy Trial Act, or constitutional  
19 restrictions in bringing later charges or proceedings. The defendant understands that any  
20 statements made at the time of the defendant's change of plea or sentencing may be used  
21 against the defendant in any subsequent hearing, trial, or proceeding subject to the  
22 limitations of Fed. R. Evid. 410.

23 **5. WAIVER OF DEFENSES AND APPEAL RIGHTS**

24 The defendant waives (1) any and all motions, defenses, probable cause  
25 determinations, and objections that the defendant could assert to the indictment or  
26 information; and (2) any right to file an appeal, any collateral attack, and any other writ or  
27 motion that challenges the conviction, an order of restitution or forfeiture, the entry of  
28 judgment against the defendant, or any aspect of the defendant's sentence, including the

manner in which the sentence is determined, including but not limited to any appeals under 18 U.S.C. § 3742 (sentencing appeals) and motions under 28 U.S.C. §§ 2241 and 2255 (habeas petitions), and any right to file a motion for modification of sentence, including under 18 U.S.C. § 3582(c). This waiver shall result in the dismissal of any appeal, collateral attack, or other motion the defendant might file challenging the conviction, order of restitution or forfeiture, or sentence in this case. This waiver shall not be construed to bar an otherwise-preserved claim of ineffective assistance of counsel or of “prosecutorial misconduct” (as that term is defined by Section II.B of Ariz. Ethics Op. 15-01 (2015)).

#### 6. **DISCLOSURE OF INFORMATION**

a. The United States retains the unrestricted right to provide information and make any and all statements it deems appropriate to the U.S. Probation Office and to the Court in connection with the case.

b. Any information, statements, documents, and evidence that the defendant provides to the United States pursuant to this agreement may be used against the defendant at any time.

c. The defendant shall cooperate fully with the U.S. Probation Office. Such cooperation shall include providing complete and truthful responses to questions posed by the U.S. Probation Office including, but not limited to, questions relating to:

- (1) criminal convictions, history of drug abuse, and mental illness; and
- (2) financial information, including present financial assets or liabilities that relate to the ability of the defendant to pay a fine or restitution.

#### 7. **FORFEITURE, CIVIL, AND ADMINISTRATIVE PROCEEDINGS**

a. Nothing in this agreement shall be construed to protect the defendant from administrative or civil forfeiture proceedings or prohibit the United States from proceeding with and/or initiating an action for civil forfeiture. Pursuant to 18 U.S.C. § 3613, all monetary penalties, including restitution imposed by the Court, shall be due immediately upon judgment, shall be subject to immediate enforcement by the United States, and shall be submitted to the Treasury Offset Program so that any federal payment or transfer of



1 returned property the defendant receives may be offset and applied to federal debts (which  
 2 offset will not affect the periodic payment schedule). If the Court imposes a schedule of  
 3 payments, the schedule of payments shall be merely a schedule of minimum payments and  
 4 shall not be a limitation on the methods available to the United States to enforce the  
 5 judgment.

## 6 **8. ELEMENTS**

### 7 **Second Degree Murder**

8 Between on or about July 17 and 18, 2019, in the District of Arizona:

- 9 1. The defendant unlawfully killed the victim;
- 10 2. The defendant killed the victim with malice aforethought;
- 11 3. The killing occurred within the confines of Indian Country; and
- 12 4. The defendant was an Indian at the time of the crime.

## 13 **9. FACTUAL BASIS**

14 a. The defendant admits that the following facts are true and that if this matter  
 15 were to proceed to trial the United States could prove the following facts beyond a  
 16 reasonable doubt:

17  
 18 On the night of July 17, 2019, I killed E.C., who was my dating partner at the  
 19 time. I physically attacked her at her home near Shonto, Arizona, including  
 20 by striking her with weapons. I attacked her intentionally and, as a result of  
 my attack on her, she died.

21 This happened on the Navajo Nation Indian Reservation, in the District of  
 22 Arizona. I am an Indian as defined under federal law, and was an Indian as  
 23 defined under federal law at the time of the crime. Specifically, I have Indian  
 24 blood from the Navajo Nation Indian tribe and am affiliated with that tribe  
 as a member. The Navajo Nation Indian tribe is a federally recognized tribe.

25 b. The defendant shall swear under oath to the accuracy of this statement and,  
 26 if the defendant should be called upon to testify about this matter in the future, any  
 27 intentional material inconsistencies in the defendant's testimony may subject the defendant  
 28

1 to additional penalties for perjury or false swearing, which may be enforced by the United  
2 States under this agreement.

3 **APPROVAL AND ACCEPTANCE OF THE DEFENDANT**

4 I have read the entire plea agreement with the assistance of my attorney. I  
5 understand each of its provisions and I voluntarily agree to it.

6 I have discussed the case and my constitutional and other rights with my attorney.  
7 I understand that by entering my plea of guilty I shall waive my rights to plead not guilty,  
8 to trial by jury, to confront, cross-examine, and compel the attendance of witnesses, to  
9 present evidence in my defense, to remain silent and refuse to be a witness against myself  
10 by asserting my privilege against self-incrimination, all with the assistance of counsel, and  
11 to be presumed innocent until proven guilty beyond a reasonable doubt.

12 I agree to enter my guilty plea as indicated above on the terms and conditions set  
13 forth in this agreement.

14 I have been advised by my attorney of the nature of the charges to which I am  
15 entering my guilty plea. I have further been advised by my attorney of the nature and range  
16 of the possible sentence and that my ultimate sentence shall be determined by the Court  
17 after consideration of the advisory Sentencing Guidelines.

18 My guilty plea is not the result of force, threats, assurances, or promises, other than  
19 the promises contained in this agreement. I voluntarily agree to the provisions of this  
20 agreement and I agree to be bound according to its provisions.

21 I understand that if I am granted probation or placed on supervised release by the  
22 Court, the terms and conditions of such probation/supervised release are subject to  
23 modification at any time. I further understand that if I violate any of the conditions of my  
24 probation/supervised release, my probation/supervised release may be revoked and upon  
25 such revocation, notwithstanding any other provision of this agreement, I may be required  
26 to serve a term of imprisonment or my sentence otherwise may be altered.

27 This written plea agreement, and any written addenda filed as attachments to this  
28 plea agreement, contain all the terms and conditions of the plea. Any additional

1 agreements, if any such agreements exist, shall be recorded in a separate document and  
 2 may be filed with the Court under seal; accordingly, additional agreements, if any, may not  
 3 be in the public record.

4 I further agree that promises, including any predictions as to the Sentencing  
 5 Guideline range or to any Sentencing Guideline factors that will apply, made by anyone  
 6 (including my attorney) that are not contained within this written plea agreement, are null  
 7 and void and have no force and effect.

8 I am satisfied that my defense attorney has represented me in a competent manner.

9 I fully understand the terms and conditions of this plea agreement. I am not now  
 10 using or under the influence of any drug, medication, liquor, or other intoxicant or  
 11 depressant that would impair my ability to fully understand the terms and conditions of this  
 12 plea agreement.

13 10/31/19  
 14 Date

Emanuel D. Haudley Sr.  
 15 EMANUEL D. HAUDLEY, SR.  
 16 Defendant

#### 17 APPROVAL OF DEFENSE COUNSEL

18 I have discussed this case and the plea agreement with my client in detail and have  
 19 advised the defendant of all matters within the scope of Fed. R. Crim. P. 11, the  
 20 constitutional and other rights of an accused, the factual basis for and the nature of the  
 21 offense to which the guilty plea will be entered, possible defenses, and the consequences  
 22 of the guilty plea including the maximum statutory sentence possible. I have further  
 23 discussed the concept of the advisory Sentencing Guidelines with the defendant. No  
 24 assurances, promises, or representations have been given to me or to the defendant by the  
 25 United States or any of its representatives that are not contained in this written agreement.  
 26 I concur in the entry of the plea as indicated above and that the terms and conditions set  
 27 forth in this agreement are in the best interests of my client. I agree to make a bona fide  
 28



1 effort to ensure that the guilty plea is entered in accordance with all the requirements of  
2 Fed. R. Crim. P. 11.

3 10/31/19  
4 Date

  
5 ZACHARY CAIN  
6 Attorney for Defendant

7 **APPROVAL OF THE UNITED STATES**

8 I have reviewed this matter and the plea agreement. I agree on behalf of the United  
9 States that the terms and conditions set forth herein are appropriate and are in the best  
10 interests of justice.

11 MICHAEL BAILEY  
12 United States Attorney  
13 District of Arizona

14 10/31/19  
15 Date

  
16 ALEXANDER W. SAMUELS  
17 HUNTER BRIDGES  
18 Assistant U.S. Attorneys

19 **ACCEPTANCE BY THE COURT**

20 1/13/2020  
21 Date

  
22 Honorable MICHAEL T. LIBURDI  
23 United States District Judge  
24  
25  
26  
27  
28